UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

RALEIGH LIONS CLINIC FOR THE BLIND [1/]

Employer

and Case 9-RC-17985

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 783, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO [2/]

Petitioner

REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION

I. INTRODUCTION

The Employer is a non-profit corporation with its principle office located in Raleigh, North Carolina. The Employer is engaged in providing switchboard operator services at the Veterans Affairs Medical Center (VA) in Louisville, Kentucky, the only operation involved in this proceeding. The Petitioner filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act (the Act) seeking to represent a unit of the Employer's telephone operators employed at the VA in Louisville. There is no history of collective bargaining affecting any of the employees involved in this proceeding.

The parties stipulated that if the operators were found to be employees under the Act, they constitute a unit appropriate for purposes of collective bargaining, excluding all supervisors as defined in the Act. At the time of the hearing, there were seven employees in the proposed unit. In agreement with the parties, I conclude that this is an appropriate unit for collective bargaining and, based on my finding below, will direct an election among the employees in such Unit.

The sole issue over which the parties disagree is whether the Board should assert jurisdiction over the switchboard or telephone operators, herein operators, because of the nature of their employment relationship with the Employer. Contrary to the Petitioner, the Employer contends that the employment relationship between it and the operators is primarily rehabilitative

[1/] The name of the Employer appears as amended at the hearing.

[2/] The name of the Petitioner appears as amended at the hearing.

in nature and, as such, is not guided by economic considerations. The parties do not dispute that the Board has long declined to assert jurisdiction over employment relationships that are primarily rehabilitative rather than economic. As more fully explained below, I conclude that the employment relationship involved here is guided primarily by business considerations and can be characterized as "typically industrial" in nature. Accordingly, I conclude that the operators are, in fact, employees under the Act and that they should be afforded the full rights and privileges available to statutory employees.

In reaching my determination on this issue, I have considered not only the arguments made by the parties at the hearing in this matter, but also those contained in the post hearing briefs of the parties. In explaining how I came to my determination on this issue, I will first describe the Employer's operations and then the dispositive facts governing the nature of the employment relationship. The facts will be followed by an analysis of the issue in relation to the applicable legal precedent.

II. OVERVIEW OF OPERATIONS

The Employer is a non-profit corporation based in Raleigh, North Carolina. In addition to its Raleigh operations, the Employer has other small operations at several different locations throughout the United States. Additionally, the Employer employs 52 employees in Raleigh at a cutting facility for military garments under the Javits Wagner O'Day Act (JWOD), 41 U.S.C. Section 46 et seq. The "finishing" of the military garments takes place at the Employer's separate manufacturing facility in Raleigh, where it employs 168 employees and another 30 employees, which includes manufacturing supervisors, comprises the Employer's administrative department. The larger manufacturing operation also operates under the JWOD. The Employer also employs about eight employees who operate the switchboard for the VA hospital in Lexington, Kentucky, as well as the seven employees sought here who are employed at the Louisville VA. The Employer obtained the Louisville VA switchboard operation on a subcontractor basis on about October 1, 2003, and formally took over the operation as a contractor on about February 1, 2004.

The Employer's switchboard operations also are under the auspices of the JWOD. The JWOD requires that at least 75 percent of the man-hours of direct labor on the contract be performed by individuals who are blind or who are visually impaired to a degree that they are considered "legally blind." In the Louisville operation two employees (Charla Shown and Byron Sykes) are blind, three employees are sight impaired and legally blind (Dwayne Moore, Lonnie Swafford, and Heather Abercrombie), one employee (Chris Beck) does not have a disability, and a seventh employee (Ron Challman) suffers from alcoholism.

Arlene Owens is the sole supervisor employed by the Employer at the Louisville switchboard. [3]/ Owens works on the day shift from 7 a.m. to 3 p.m. or 3:30 p.m., Monday through Friday. She is available by pager on weekends and after hours, but the operators are only to call her in an emergency or in conformity with established procedures. Like some of the employees whom she supervises, Owens is visually impaired. Owens reports to Melanie Stein, the Employer's Director of Rehabilitation Services. Stein is based out of the Employer's Raleigh

[3] / Owens was not called as a witness in this proceeding.

headquarters and reports directly to the Employer's President and CEO Janet Griffey, who is also based in Raleigh.

The principal duties of operators at the Louisville VA include handling the telephone service for the facility, which comprises about 50 percent of their work time. They also perform dispatch services and communication with the VA's police and engineering services. They monitor Jefferson County Sheriff's office radio traffic and relay any pertinent information to the VA police. In addition, they must maintain logs regarding any alarms received. Logs that they are responsible for include traffic stop logs and radio logs. The operators also respond to all alarms and reported problems received at the VA. These may include, cardiac arrest, fire response, security, weather alerts, and Louisville civil disaster alarms. The operators maintain and are responsible for about 20 VA keys and they are the custodians for the VA lost and found service. They participate in the Health Insurance Portability and Accountability Act (HIPAA) and undergo annual training for HIPAA certification. They have fire safety training and their logs are regularly reviewed by VA Risk Management to ensure that they are actually receiving and responding to all of the radio codes for which they are responsible.

III. EMPLOYMENT RELATIONSHIP FACTS

A. Terms and Conditions of Employment:

All the Employer's disabled and nondisabled operators are paid an hourly wage of $10.10 an hour on the first shift and $11.11 an hour on the second shift, with the exception of Owens who is compensated at a higher rate because of her supervisory status. Sunday shifts are compensated at $11.62 an hour. Each employee also receives a health and welfare benefit of $2.36 an hour. All employees are paid overtime and all receive the same holiday benefits and are under the same vacation policy. Disabled and nondisabled switchboard operators have pagers and they rotate being on-call. All operators are required to provide their own transportation to and from work, all of them must pass the same test administered by the VA to work the switchboard, and all are subject to the same probationary period. All employees receive W-2 forms and all employees must complete the same type of employment applications.

There are some minimal differences in the terms and conditions of some of the disabled employees and the nondisabled employees. The contract with the VA requires that totally blind employees be paired with a sighted employee. However, visually impaired employees can work alone. All operators have some responsibilities in connection with lost and found functions, although the totally blind operators are not able to fill out the initial VA form that is required to go with a lost and found item and they cannot match the inventory number from the inventory sheet with the number on the bag in which the lost and found item is stored because the Employer does not currently use Braille labels.

B. Employer Provided Counseling, Training, or Rehabilitation Services:

With one exception, all current operators were hired by the Employer when the Employer took over the Louisville VA contract from New Vision Enterprises, an entity that was financially unable to continue operating under the terms of the switchboard contract. The record establishes

that none of the Employer's disabled operators have been provided with any counseling, training, or rehabilitation services by the Employer. Indeed, the Employer does not employ any job coaches, job placement counselors, trainers or rehabilitative personnel at the Louisville VA. The Employer has arranged for mobility services for employee Heather Abercrombie, the sole operator in the current complement who was hired after the Employer took over the operation. However, these services are actually being provided by a counselor with the Kentucky Department for the Blind and are available on the same basis to any blind or sight impaired individual in the Commonwealth of Kentucky.

Several different adaptive devices are utilized by the disabled operators to assist them in the performance of their duties. These devices include magnifiers, a closed caption or CC TV, JAWS Software that provides computers with the capacity to verbally identify what is on the screen, and a Braille writer. All these devices are apparently provided by the Employer, except some of the operators provided their own hand-held magnifiers. Additionally, one of the operators provides his own Braille writer which is available for use by other operators.

C. Production Standards:

The record discloses that all operators, disabled and nondisabled, are required to meet the same production standards. The most significant requirement is that telephones must be answered within five rings. A maximum deviation of 5 percent per month from this standard is allowed. In this regard, all operators were recently cautioned by Owens that a VA representative monitoring their performance had concluded that they were deviating from the standard by taking too long to answer the telephone. Other significant standards include requiring that callers be connected to the proper extension, long-distance commercial calls must be placed only as authorized and in accordance with policy, public address paging must be performed within established guidelines, all types of alarms must be responded to swiftly and accurately, and on-call rosters must be kept up-to-date. Additional standards are required, but the above listing provides a representative sample of the types of requirements that are imposed on all operators regardless of their disabilities. A slight deviation or error rate is permitted for most required standards, but all operators, regardless of their disabilities, must come within the same deviation or error rate.

D. Disciplinary Procedures:

There is conflicting testimony regarding whether the Employer applies progressive discipline to the disabled operators. However, all the testimony from individuals with direct knowledge of the actual working conditions at the Louisville VA switchboard is that progressive discipline is indeed applied to disabled operators in the same manner as to nondisabled operators. In this regard, the record contains written references that disciplinary action will be taken toward disabled and nondisabled employees alike for failing to follow instructions. The record also contains a written warning issued by Owens to disabled operator Moore for failing to answer his pager with the progressive consequence of a suspension in the event of a reoccurrence. The warning indicates that it was to be forwarded to the Employer's human resources department and placed in his personnel file. In regard to this warning, the record discloses that Owens told Moore that she had warned him in the past about not carrying his pager and that a reoccurrence

might result in leave without pay or suspension without pay for a week. CEO Griffey disavowed the disciplinary nature of the warning, asserting that she had not authorized the discipline. However, as noted previously, there was no testimony on this matter from Owens who was not called as a witness.

Employee Swafford testified that Owens verbally reprimanded him and threatened him with the issuance of a written warning if he continued to question VA policies. On another occasion, Owens issued a verbal reprimand to Swafford for having an unauthorized person in the communication or switchboard room. She warned that a reoccurrence would result in a written warning. In this regard, Owens told Swafford during the period of time that the Employer was operating the switchboard that the Employer had a progressive disciplinary policy that began with a verbal or written warning, continued with a suspension, and then discharge, which she indicated applied to all the operators regardless of disability. The record discloses that Abercrombie was also warned by Owens earlier this calendar year when Abercrombie failed to make herself available for on-call status and took a trip out of town.

There is some record evidence, albeit secondhand, that the Louisville VA switchboard operators who are disabled can only be discharged for insubordination. However, the record shows that disabled switchboard operators will be referred to, or back to, the Kentucky Department for the Blind if they are unable to meet performance standards. Such a referral to the Department for the Blind is tantamount to a discharge as the individual is no longer employed by the Employer.

E. Employee Tenure and Job Placement:

There has been little turnover at the VA switchboard. Indeed, with the exception of Abercrombie, the operators have all worked at this location for several years. For example, Swafford has worked at the switchboard for 4 years; Moore has worked there for nearly 3 years; and Shown, Sykes, Beck and Challman have worked at the VA switchboard for about 5 years.

There is limited hiring history involving the Employer which has only had the contract for about 16 months as of the time of the hearing. There is some testimony that the Employer hires employees based on referrals from the Kentucky Department for the Blind or the Kentucky Department for Vocational Rehabilitation. However, the only current employee hired by the Employer was based on a referral from a member of the Employer's workforce, although the interview for the position was set up by the applicant's counselor with the Department for the Blind.

Employee appraisals performed under the predecessor employer indicate that the operators are currently in competitive positions. Most operators have indicated to the Employer that they do not desire referral to other "outside" competitive employment, but instead wished to remain in their current positions or wanted a promotion while continuing to work on the switchboard. There is no indication in the record that there is any intent or attempt on the part of the Employer to have these employees placed in "outside" competitive positions.

IV. THE LAW AND ITS APPLICATION

The issue to be resolved is whether the employment relationship between the Employer and the Louisville VA operators is primarily economic or rehabilitative. For many years the Board has declined to assert jurisdiction over employment relationships that are primarily rehabilitative in nature. In declining to assert jurisdiction where the employment relationship is primarily rehabilitative, the Board has reasoned that, "the employer may … safeguard employee interests more effectively than a union," and "to permit collective bargaining in this context is to risk a harmful intrusion on the rehabilitative process by the union's bargaining demands." *Goodwill Industries of Southern California*, 231 NLRB 536, 537-538 (1977). However, the mere fact that an employer is operating under the JWOD does not preclude a finding that an employment relationship which an employer has with its employees is primarily an economic one. *Arkansas Lighthouse for the* Blind, 284 NLRB 1214 (1987), enf. denied 851 F.2d 180 (8th Cir. 1988).

The Board recently revisited this issue in *Brevard Achievement Center, Inc.*, 342 NLRB No. 101 (September 10, 2004). As the Board noted in *Brevard*:

> In determining whether such individuals are statutory employees, the Board examines the nature of the relationship between the individuals and their employer. If that relationship is guided primarily by business considerations, such that it can be characterized as "typically industrial," the individuals will be found to be statutory employees; alternatively, if the relationship is primarily rehabilitative in nature, the individuals will not be found to be employees. Id. at slip op. 3.

The Board then set out the primary factors that are considered in reaching its conclusion. They include, "the existence of employer-provided counseling, training, or rehabilitation services; the existence of any production standards; the existence and nature of disciplinary procedures; the applicable terms and conditions of employment (particularly in comparison to those of nondisabled individuals employed at the same facility); and the average tenure of employment, including the existence/absence of a job-placement program." Id. Applying these factors to the facts of this case, I conclude that the employment relationship between the Employer and the Louisville VA operators is primarily economic and that they are employees within the meaning of Section 2(3) of the Act.

In reaching the conclusion that all operators are employees, I note that the disabled operators work under terms and conditions that are identical or nearly identical to those under which nondisabled employees work. Thus, all operators receive the same wages and benefits and they are all required to wear pagers and rotate through on-call status. All operators are subject to production standards and discipline, although the disabled employees may be given the benefit of additional counseling prior to being disciplined or having their employment terminated by referral to the Kentucky Department for the Blind. There is no evidence that the Employer directly provides the operators with counseling, training, or rehabilitation services. One employee, Abercrombie, was referred for mobility training. However, this training is provided by a counselor through the Kentucky Department for the Blind and is available to any blind or

visually impaired citizen of Kentucky on the same basis. The Employer has some rehabilitative type services in Raleigh, North Carolina. However, it does not have the same services in Louisville. Indeed, the record establishes that the Employer has never told its operators that it would provide them with rehabilitative, job placement, or counseling services. Finally, I note that there is no evidence that the operators are employed in a rehabilitative setting in the sense that they are being prepared for competitive employment outside of the employment that they hold with the Employer at the Louisville VA switchboard. To the contrary, all the evidence suggests that the operator jobs are long-term positions possessing the fundamental characteristics of employment in a traditional business or industrial setting. In similar cases, the Board has found that, "handicapped workers were statutory employees based on such factors as these employees were subject to production standards and discipline, the employer did not provide counseling or social services, and the employer's operation contemplated or resulted in long-term employment for handicapped workers." *Davis Memorial Goodwill Industries*, 318 NLRB 1044 (1995); see also, *Arkansas Lighthouse for the Blind*, supra; *Lighthouse for the Blind of Houston*, 244 NLRB 1144 (1979), 248 NLRB 1366 (1980), enfd. 696 F.2d 399 (5th Cir. 1983); *Cincinnati Association for the Blind*, 235 NLRB 1448 (1978), 244 NLRB 1140 (1979), enfd. 672 F.2d 567 (6th Cir. 1982), cert. denied 459 U.S. 835 (1982).

The principle difference between the cited cases and the subject case is that the nature of the employment relationship in this matter is more economic and typically industrial than the employment relationships involved in those cases. For example, in *Davis Memorial* the disabled employees had access to on-site counseling services, albeit such services were limited. Supra at 7. Additionally, in *Davis Memorial* the disabled employees were held to a production standard, but unlike here, they were held to a lesser standard than nondisabled employees. All other factors in *Davis Memorial* mirror the facts here. Thus, disabled operators and nondisabled operators in both cases share the same supervision, are subject to the same work rules, and receive the same wages and benefits. Additionally, in both cases disabled and nondisabled operators are subject to the same disciplinary procedures and enjoy long-term employment consistent with the type of retention typical of private employment relationships governed primarily by business considerations. The Employer's arguments to the contrary are unavailing, particularly when so much of its contentions rest on the testimony of witnesses who have only remote contact with the Louisville VA switchboard and who lack the personal knowledge to testify with specificity about the actual working conditions at the switchboard.

The precedent relied on by the Employer in which disabled employees were found not to be statutory employees is predicated on facts that are not present in the record in the subject case. For example, *Goodwill Industries of Tidewater*, 304 NLRB 767 (1991); and *Goodwill Industries of Denver*, 304 NLRB 764 (1991), the two primary cases relied on by the Employer, in support of its assertion that the operators' employment relationship with it is primarily rehabilitative, are clearly distinguishable. Here, the record evidence discloses that there is no difference between the production standards that must be adhered to by blind, vision impaired, and nondisabled employees, while in the above-cited cases the disabled employees were permitted to work at their own pace. *Goodwill Industries of Tidewater*, 304 NLRB at 768; *Goodwill Industries of Denver*, supra.

In contrast, all the disabled and nondisabled operators here were pressured by Supervisor Owens with the concurrence of her superior, Stein, to perform their assigned job duties or face disciplinary action. See, *Arkansas Lighthouse for the Blind*, 284 NLRB at 1215. The Employer's claim of a "relaxed" production standard for its disabled employees is unsupported on the record.

In addition to the above, the degree of training, counseling, and close supervision found to exist in *Goodwill Industries of Tidewater* and *Goodwill Industries of Denver*, is simply not present in this case. Thus, in *Goodwill Industries of Tidewater* and *Goodwill Industries of Denver*, trainers were present on the job on a daily basis and participated in ongoing training for disabled employees. In the subject case, there are no on-site trainers and there is no evidence of a continuing training program provided by the Employer, nor any continuing program at all, beyond initial training on the use of new switchboard equipment or mobility training that may be offered through the Kentucky Department for the Blind to facilitate a disabled employee's initial adjustment to his or her job environment. Contrary to *Goodwill Industries of Tidewater* and *Goodwill Industries of Denver*, the switchboard operators here are not closely supervised and during the majority of their shifts they do not have on-site supervision. While Owens is on-call, she is generally only to be contacted in an emergency or in conformity with established procedures.

Lastly, I note that in *Goodwill Industries of Tidewater* and *Goodwill Industries of Denver*, discipline was imposed on disabled employees only in extreme cases. The probative evidence here is to the contrary and discipline is meted out for far less offensive conduct. Thus, disabled employee Moore received a written warning for failing to answer his pager with the progressive consequence of a suspension in the event of a reoccurrence. As previously discussed, other disabled employees were similarly disciplined. Additionally, employees who repeatedly fail to attain performance standards are referred to the Department for the Blind for possible placement elsewhere, a disciplinary consequence without being referred to as such. In regard to discipline, I note that if the Employer had wished to dispute the validity of the verbal and written warnings, including references to progressive discipline, issued by Supervisor Owens, it would have been well served to have called her as a witness rather than to rely on the testimony of a witness who lacks personal knowledge of the actual working conditions at the Louisville VA switchboard, the nature of the warnings issued, and the underlying events.

In its brief, the Employer cites several other Board and Court cases in support of its position. The Employer cites these cases primarily for the proposition that rehabilitative clients are not statutory employees. I agree with this proposition. However, the record here, as previously discussed, shows that the individuals at issue in this case are not being merely rehabilitated to enter the workforce but are employees of the Employer.

Based on the above and the record as a whole, I find that the Employer's switchboard operators employed at the Louisville VA are employees within the meaning of Section 2(3) of the Act. Accordingly, I will direct an election in the unit sought by the Petitioner, which I find appropriate.

V. SUPERVISORY EXCLUSIONS FROM THE UNIT

The parties agree, and the record shows, and I find that Arlene Owens is a supervisor within the meaning of the Act. Accordingly, I will exclude her from the unit.

VI. CONCLUSIONS AND FINDINGS

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. The Petitioner claims to represent certain employees of the Employer.

5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6*)* and (7) of the Act.

6. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All telephone operators employed by the Employer at the Veterans Affairs Medical Center located in Louisville, Kentucky, but excluding all professional employees, guards and supervisors as defined in the Act.

VII. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for purposes of collective bargaining by General Drivers, Warehousemen and Helpers, Local Union No. 783, affiliated with the International Brotherhood of Teamsters, AFL-CIO. The date, time, and place of the election will be specified in the notice of election that the Board's Regional Office will issue subsequent to this Decision.

A. VOTING ELIGIBILITY

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which

commenced less then 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are: (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

B. EMPLOYER TO SUBMIT LIST OF ELIGIBLE VOTERS

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc*., 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list, containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). This list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). Upon receipt of the list, I will make it available to all parties to the election.

To be timely filed, the list must be received in the Regional Office, Region 9, National Labor Relations Board, 3003 John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio 45202-3271, on or before **April 29, 2005**. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (513) 684-3946. Since the list will be made available to all parties to the election, please furnish **two** copies, unless the list is submitted by facsimile, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

C. NOTICE OF POSTING OBLIGATIONS

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices to Election provided by the Board in areas conspicuous to potential voters for a minimum of 3 working days prior to the date of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club*

Demonstration Services, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

VIII. RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by 5 p.m., EDST on **May 6, 2005**. The request may **not** be filed by facsimile.

Dated at Cincinnati, Ohio this 22nd day of April 2005.

/s/ Gary W. Muffley

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Classification Index

177-2478